

# EXHIBIT C

**NOMINEE AGREEMENT**

**NOMINEE AGREEMENT** (the "Agreement"), dated as of March 3, 2004, by and between those persons listed on Schedule A attached hereto.

**WITNESSETH:**

**WHEREAS**, Karen Davis ("Davis") is making an investment with Bernard L. Madoff Investment Securities LLC, 885 Third Avenue, New York, New York 10022 and/or one of its affiliated companies ("Madoff");

**WHEREAS**, Davis has agreed to act as a nominee for the Investors with respect to such investment;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and premises hereafter set forth and other good and valuable consideration, the sufficiency and adequacy of which is acknowledged, the parties mutually agree as follows:

1. Davis shall hold legal title to the investment as nominee for herself and the Investors in accordance with their respective interests as set forth in Schedule A. She shall make all required filings with the Internal Revenue Service to reflect her nominee status and supply a copy thereof to the Investors. The Investors shall file their individual tax returns consistent with the nominee return and she shall act as directed by each of the Investors with respect to their respective investments. Davis shall have no discretionary authority over the investment except with respect to her share thereof.

2. Neither Davis nor any Investor may withdraw from or add to their investment except as at the last day of a calendar quarter on ten (10) days prior written notice and only as permitted by Madoff. In the event that there is any incremental accounting expense resulting from an addition or withdrawal at other than December 31, the investing/withdrawing Investor shall bear such expense.

3. Davis shall promptly forward to the Investors copies of all documents, letters, instruments or statements that she may receive from Madoff.

4. Davis shall promptly forward to the Investors any returns on or proceeds from the investment as and when received by Davis.

5. Davis shall not sell, assign, collateralize or otherwise encumber the investment or the Investors interest therein.

6. The parties agree to execute any and all documents and instruments necessary to effectuate the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto. This Agreement may not be changed, extended or waived, in whole or in part, except by written instrument duly executed by all of the parties of this Agreement.

7. This Agreement shall be governed by and interpreted under the laws of the State of New York applicable to contracts made and to be performed therein, without giving effect to the principles of conflict of laws thereof. Except in respect of any action commenced by a third party in another jurisdiction, the parties hereto agree that any legal suit, action, or proceeding against them arising out of or relating to this Agreement may be brought in the United States Federal Courts or Supreme Court, in the State of New York. The parties hereto hereby accept the jurisdictions of such courts for the purpose of any such action or proceeding, and agree that venue for any action or proceeding brought in the State of New York shall lie in the United States Federal Courts in the Southern District of New York or Supreme Court located in New York County, New York, as the case may be. Each of the parties hereto hereby irrevocably consents to the service of process in any action or proceeding in such courts by the mailing thereof by special overnight delivery (i.e. Federal Express) or by United States registered or certified mail postage prepaid at its address as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Richard Tuchman

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Karen Davis

REPRODUCED WITH PERMISSION

~~Ward 111m - Techlik~~

Theodore Wm. Fashlik

## The 2004 Elissa Weiner Trust

By: Daniel N. Davis  
Daniel N. Davis

Name	Address	Investment
Richard Tuchman	527 Dorado Court North Hills, NY 11576	\$ 750,000 -
Arthur Asch	14 Forest Drive Sands Point, NY 11050	\$ 250,000 -
Karen Davis	22 Hickory Kingdom Road Bedford, NY 10506	\$ 500,000 -
Theodore Wm. Tashlik	9 Overlook Circle Manhasset, NY 11030	\$ 250,000 -
The 2004 Elissa Weiner Trust	Attn: Daniel N. Davis, Trustee 22 Hickory Kingdom Road Bedford, NY 10506	\$ 500,000 -